REMARKS/ARGUMENTS

The arguments and amendments presented herein include the arguments and amendments Applicants discussed with the Examiner during phone interview dated January 13, 2010. The Examiner requested Applicants to submit the discussed arguments and amendments for reconsideration, which Applicants present herein. Applicants submit that the arguments and amendments presented herein make the substance of the phone interview of record to comply with 37 CFR 1.133. If the Examiner believes that further information on the interview needs to be made of record to comply with the requirements, Applicants request the Examiner to identify such further information.

Applicants submit that any amendment to the claims herein does not comprise acquiescence or admission that any canceled, amended or supplemented subject matter that existed prior to the amendments herein is not patentable. Applicants reserve the right to pursue claimed subject matter as presented prior to the amendments herein during subsequent prosecution of the present application and in any continuation or related applications.

Claims 2, 39, 48, 51, 56, and 59 are canceled.

Claims 49, 50, 52, and 54 are amended to replace "server" with "client" in the preamble.

1.   Amended Claims 40, 52, and 60 Comply with 35 U.S.C. §112, par. 1

The Examiner rejected claims 40, 52, and 60 as non-enabling on the grounds the Specification does not detail how content can be used when the license expires. (OA5, pg. 2) Applicants traverse with respect to the amended claims.

Amended claims 40, 52, and 60 depend from claims 1, 47, and 55, respectively, and recite permitting access to the content data in response to determining that the available content usage in the license status indicates that the license has expired; tracking content usage in response to determining that the available content usage indicates that the license has expired and permitting access to the content data after the license has expired; synchronizing with the server to transmit the tracked amount of usage of the content data at the client after the license status is expired at the client; and providing payment for the amount of usage of the content data after the license status is expired.

The added requirements of permitting access to the content data in response to determining that the available content usage in the license status indicates that the license has

expired; tracking content usage in response to determining that the available content usage

indicates that the license has expired; permitting access to the content data after the license has

expired; and synchronizing with the server to transmit the tracked amount of usage are disclosed

in at least pg. 10, lines 13 to pg. 11, line 2 and pg. 5, lines 4-14 of the Specification

(WO2004/057466).   Applicants further remove the limitation concerning the renewal.

The Examiner found that the Specification does not detail how the content can be used

when the license is expired or indicate the type of license used where it is possible for content to

be used after the license has expired. (OA5, pg. 2)

Applicants traverse this finding. The Specification discloses that the XML file may

indicate to allow the user to continue to use the content after the license expires if the content

usage is tracked.

> The digital rights management method indicated in the XML file may allow that a user
> continues to use the content data even after the original license has been exhausted
> provided that the amount of usage of the content data after expiration of the original
> license is tracked and stored by the common license client 311 in local license database
> 308 for later payment. If such a digital rights management method is specified for the
> requested content data in local license database 308 application program 312 still renders
> the content data and stores the amount of usage of the content data in the local license
> database 308. When the client computer 108 is re-connected to the network license a
> synchronization of entries which have been made in local license database 308 is
> performed by means of synchronization module 307 and renewal module 306 is started to
> renew the license and provide payment for the amount of usage of the content data after
> expiration of the original license.

(Specification, pg. 10, line 13 et seq.)

This disclosure in the Specification in addition to the above noted disclosure in pg. 5

clearly details how content may be used after the license expires to address the situation when

the client is disconnected – "[t]his way the user is enabled to still play back content data when

the original license has expired and the user has no access to a network connection while

travelling." (Specification, pg. 4, lines 4-14)

Accordingly, Applicants submit the Specification provides sufficient written description

to enable the requirements of amended claims 40, 52, and 60.

2.   Amended Claims Comply with 35 U.S.C. §112, par. 2

The Examiner rejected claims 1, 39, 40, 47, 51, 52, 55, 59, and 60 as indefinite (35 U.S.C. §112, par. 2).

Claims 39, 51, and 59 are canceled.

Applicants amend claims 1, 47, and 55 to recite providing of content data at a client, comprising: transmitting a selection of content data to a server; receiving, from the server, a file comprising license information and a locator for the content data, wherein the license information indicates a license status enabling the client to access the content data, wherein the license status indicates available content usage, wherein the available content usage indicates an amount of the content available to the client according to a scope of a license; receiving selection of the content data; determining whether the available content usage in the license status indicates that access to the content data is permitted; providing access to the content data in response to determining that the available content usage permits access; decrementing the available content usage included in the file sent to the client, by an amount of actual client usage of the content data at the client in response to providing access to the content data.

The added requirements of the client performing transferring selection of content data to a server, receiving a file comprising license information, receiving selection of the content data; determining whether the available content usage in the license status indicates that access to the content data is permitted; providing access to the content data in response to determining that the available content usage permits access; and decrementing the available content usage included in the file sent to the client by an amount of actual client usage of the content data at the client in response to providing access to the content data are disclosed in at least pg. 8, para. 4, pg. 9, para. 4 to pg. 10, para. 1, and pg. 11, para. 5 to pg. 12, para. 1 and FIG. 4.

Claim 55 is further amended to recite that the client communicates with a server which is disclosed in at last FIG. 1 and corresponding sections of the Specification.

Applicants submit that these amendments overcome the Section1 112 rejection.

The Examiner rejected claims 40, 52, and 60 on the grounds "it is unclear …. how the amount of usage can be tracked when the license is expired. It is unclear to the Examiner, what type of license was used to render content when content is expired." (OA5, pg. 4).

Applicants note that the claimed license is defined by an available content usage value as indicated in the initial file. Amended claims 40, 52, and 60 recite that even if the available

content usage, which is decremented by usage, indicates that access is not permitted, the user may still be permitted access and if such access is permitted, then the usage following the expiration is tracked to allow for later payment. Thus, the claims make clear that usage is tracked when the terms of the license, amount of available content usage, do not permit further access by keeping track for later payment when the usage exceeds the scope of the license, which is defined as the available content usage indicated in the initial file the client receives from the server. These claim requirements are also disclosed at least pg. 10, lines 13 to pg. 11, line 2 and pg. 5, lines 4-14 of the Specification .

Accordingly, the rejection of the claims under Sec. 112, par. 2 are overcome in view of the amended claims.

1.   Claims 1, 16, 17, 40, 45-47, 49, 50, 52-55, 57, 58, and 60-62 are Patentable Over the Cited Art

The Examiner rejected claims 1, 16, 17, 40, 45-47, 49, 50, 52-55, 57, 58, and 60-62 as obvious (35 U.S.C. §103) over Remer (U.S. Patent App. Pub. No. 2003/0088516) and Aburri (U.S. Patent No. 7,203,966) Applicants traverse.

Amended claims1, 47, and 55 recite providing of content data at a client, comprising: transmitting a selection of content data to a server; receiving, from the server, a file comprising license information and a locator for the content data, wherein the license information indicates a license status enabling the client to access the content data, wherein the license status indicates available content usage, wherein the available content usage indicates an amount of the content available to the client according to a scope of a license; receiving selection of the content data; determining whether the available content usage in the license status indicates that access to the content data is permitted; providing access to the content data in response to determining that the available content usage permits access; decrementing the available content usage included in the file sent to the client, by an amount of actual client usage of the content data at the client in response to providing access to the content data.

The Examiner cited para. 77 of Remer with respect to the requirement of the file comprising the licensing information, which as amended recites receiving, from the server, a file comprising license information and a locator for the content data, wherein the license information indicates a license status enabling the client to access the content data, wherein the

license status indicates available content usage, wherein the available content usage indicates an amount of the content available to the client according to a scope of a license.

The cited para. 77 discusses an interaction of a POS (point of service) computer and a servicing component. The servicing component pings the POS computer to retrieve the current POS license and verifies that the digital signature of the POS license is valid. The service agent collects a copy of a new POS license into a discovery database. If there is an existing license with the same Node ID, the service agent must synchronize the retrieved POS license with the existing license in the discovery database.

Nowhere does the cited para. 77 teach or suggest the claim requirement of receiving a license file indicating available content usage, wherein the available content usage indicates an amount of the content available to the client according to a scope of a license;

The Examiner cited col. 3, lines 5-15, col. 17, lines 55-69, and col. 58, lines 35-50 of Aburri as teaching the pre-amended synchronizing limitation (OA5, pgs. 5-6). Applicants submit that these cited sections of Aburri do not teach or suggest the amended limitation of decrementing the available content usage included in the file sent to the client by an amount of actual client usage of the content data at the client in response to providing access to the content data.

The cited col. 3 mentions a decryption key and a description of the rights conferred by the license and related conditions, such as begin date, expiration date, number of plays, etc. The user cannot decrypt and render the encrypted digital content without obtaining a license from the license server. The cited col. 17 mentions that a license stores licenses received by the digital rights management (DRM) system. The license store may be a subdirectory of a drive such as a hard disk or network drive. This license store 38 is in the user's computing device, and an enforcement architecture in the user computing device 14 specifies license rules that must be satisfied before digital content can be rendered. (Aburri, col. 6, lines 40-56). The cited col. 58 mentions that copies of the license sent to the registered devices are set to decay by having a short term expiration even if the original license has a long term to ensure periodic contact with the license synchronization server to update expiration date.

The Examiner has not shown where Aburri teaches or suggests decrementing the available content usage included in the file sent to the client by an amount of actual client usage of the content data at the client in response to providing access to the content data. Further,

although Aburri mentions rights having a condition of a number of plays, the Examiner has not cited the decrementing limitation as claimed.

In fact, the cited col. 58 teaches away from this requirement because in Aburri the license has an expiration date, expiry date, and would have no need to decrement an available content usage in the file. Aburri's license expires based on the date, not on the actual client usage. Thus, Aburri's technique for requiring periodic updating of the expiration date teaches away from the claim requirement of decrementing the available content usage included in the file sent to the client by an amount of actual client usage of the content data at the client in response to providing access to the content data.

Accordingly, amended claims 1, 47, and 55 are patentable over the cited art because the cited combination of Remer and Aburri do not teach or suggest the requirements of these claims.

Claims 16, 17, 40, 45, 46, 49, 50, 52-54, 57, 58, and 60-62 are patentable over the cited art because they depend from one of claims 1, 47, and 55, which are patentable over the cited art for the reasons discussed above. Moreover, the following discussed dependent claims provide additional grounds of patentability over the cited art.

Amended claims 40, 52, and 60 depend from claims 1, 47, and 55, respectively, and further require permitting access to the content data in response to determining that the available content usage in the license status indicates that the license has expired; tracking content usage in response to determining that the available content usage indicates that the license has expired and permitting access to the content data after the license has expired; synchronizing with the server to transmit the tracked mount of usage of the content data at the client after the license status is expired at the client; providing payment for the amount of usage of the content data after the license status is expired.

The Examiner cited cols. 63-64 of Aburri as disclosing the additional requirements of these claims. (OA5, pg. 9) Applicants traverse with respect to the amended claims.

The cited paras. 63-64 mention that a license may expire because the end of the time period for the license has been reached. Further, a license may expire if the user does not connect and synchronize with the license synchronization server before the expiry date. A copy/replacement license may be refreshed and the expired copy/replacement license will be deleted and replaced with an identical license having a later expiry date. When a device expires, the device is removed from the active device list.

There is no teaching or suggestion of the added claim requirements of permitting access to the content data in response to determining that the available content usage in the license status indicates that the license has expired and tracking content usage in response to determining that the available content usage indicates that the license has expired and permitting access to the content data after the license has expired. Instead, the cited cols. 63-64 discuss how a license may expire and be refreshed. There is no mention or teaching in the cited Aburri of keeping track of an amount of client usage of the content data at the client after the license status is expired when there is no more available content usage. In fact, Aburri teaches away from this requirement because Aburri describes that the license expires after an expiry date, not after an amount of usage or that the amount of actual client usage can exceed the available content usage provided in the scope of the license, i.e., the user may continue to use content even after the license expires.

Accordingly, claims 40, 52, and 60 provide additional grounds of patentability over the cited art because the cited combination of Remer and Aburri do not teach or suggest all the claim requirements.

2.   Added Claims 63-68

Added claims 63, 65, and 67 depend from claims 40, 52, and 60, respectively, and further require that access to the content data in response to determining that the available content usage in the license status indicates that the license has expired is permitted in response to the client not being able to connect to the server, and wherein the synchronization occurs when the client is able to reconnect to the server.

The added requirements of these claims are disclosed in at least pg. 5, lines 4-14 of the Specification.

Added claims 64, 66, and 68 depend from claims 40, 52, and 60, respectively, and further require determining whether the file permits the user to continue to use the content data after the license has expired, wherein the operations of permitting access to the content data in response to determining that the license has expired and tracking content usage is performed in response to determining that the file permits the user to continue to use the content data after the license has expired.

The added requirements of these claims are disclosed in at least pg. 10, line 13 to pg. 11, line 2 of the Specification.

Claims 63-68 are patentable over the cited art because they depend from claims 40, 52, and 60, which are patentable over the cited art for the reasons discussed above, and because the additional requirements of these claims in combination with the base claims provide further grounds of patentability over the cited art.

Conclusion

For all the above reasons, Applicant submits that the pending claims 1, 16, 17, 40, 45-47, 49, 50, 52-55, 57, 58, and 60-68 are patentable. Should any additional fees be required beyond those paid, please charge Deposit Account No. 09-0460.

The attorney of record invites the Examiner to contact him at (310) 553-7977 if the Examiner believes such contact would advance the prosecution of the case.

Dated: January 19, 2010   By:_____/David Victor/_____

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